



**Minutes of the Executive Committee
August 04, 2023**

Meeting

Date of approval:

Initials:

Call to order: Per Brown Act guidelines, the Inland Adult Education Consortium Executive Committee was held via Zoom: <https://sbccd-edu.zoom.us/j/84231738845> on Friday, August 04, 2023. The meeting convened at 8:14 a.m. Director Dr. Emma Diaz and Consultant Mr. Mitch Rosin conducted the meeting. Minutes recorded by Ms. Jessica Arellano Velasco. The public is welcome to join virtually, or via in-person attendance:

District	Meeting Address
Colton Joint USD	1212 Valencia Dr., Colton, CA, 92324 – Superintendent’s Conference Room
Crafton Hills College	11711 Sand Canyon Rd., Yucaipa, CA, 92399 – President’s Conference Room
Redlands USD	20 W. Lugonia Ave., Redlands, CA, 92374 – Superintendent’s Conference Room
Rialto USD	260 S. Willow Ave., Rialto, CA, 92376 – Superintendent’s Conference Room
San Bernardino City USD	777 N. F St., San Bernardino, CA, 92410 – Superintendent’s Conference Room
San Bernardino COE	601 N. E St., San Bernardino, CA, 92410 – Superintendent’s Conference Room
San Bernardino Valley College	701 S. Mt. Vernon Ave., San Bernardino, CA, 92410 – President’s Conference Room
Yucaipa-Calimesa Joint USD	12797 3 rd St., Yucaipa, CA, 92399 – Superintendent’s Conference Room

Executive Committee Members in attendance

- Mr. Mauricio Arellano Superintendent, San Bernardino City Unified School District
- Dr. Cuauhtémoc Avila Superintendent, Rialto Unified School District
- Ms. Cali Binks Superintendent, Yucaipa-Calimesa Joint Unified School District *joined the meeting at 8:24 a.m.*
- Mr. Juan Cabral Superintendent, Redlands Unified School District
- Dr. Kevin Horan President, Crafton Hills College *left the meeting at 8:29 a.m.*
- Dr. Frank Miranda Superintendent, Colton Joint Unified School District
- Dr. Carol Tsushima Administrator, Alliance for Education & SBCROP, SBCSS

Members not in attendance

- Dr. Linda Fontanilla Interim President, San Bernardino Valley College

Others Present

- Mr. Dana Carter Principal, Yucaipa-Calimesa Joint Unified School District Adult School
- Ms. Angela Hatter Principal, Colton Adult School
- Mr. Troy Martinez Principal, Redlands Adult School
- Mr. Raul Pedraza Jr. Principal, Inland Career Education Center Adult School

1. Minutes

Motion: Approval of April 21, 2023, IAEC Executive Committee Meeting Minutes.

Motion by: Dr. Cuauhtémoc Avila

Second by: Dr. Frank Miranda

Discussion: None

Member Name	AYE	NAY	Absent
Mr. Mauricio Arellano, Superintendent, Redlands Unified School District	x		
Dr. Cuauhtémoc Avila, Superintendent, Rialto Unified School District	x		
Ms. Cali Binks, Superintendent, Yucaipa-Calimesa Joint Unified School District			x
Mr. Juan Cabral, Superintendent, Redlands Unified School District	x		
Dr. Kevin Horan, President, Crafton Hills College	x		
Dr. Frank Miranda, Superintendent, Colton Joint Unified School District	x		
Dr. Linda Fontanilla, Interim President, San Bernardino Valley College			x
Dr. Carol Tsushima, Administrator, Alliance for Education & SBCROP, SBCSS	x		

The Minutes of the Inland Adult Education Consortium Executive Committee Meeting on April 21, 2023, were approved as presented, without changes.

2. Public Comment

2.1 None

3. Reports

3.1 2023-24 Contract/MOU: Dr. Emma Diaz presented

- IAEC has received all the MOUs signed and returned for the 2023/24 fiscal year. Dr. Diaz will collaborate with the fiscal agent to ensure that everyone's monthly funds are sent out by the end of this month.

3.2 CCAE Legislative Update: Mr. Dana Carter presented

- SB 447 Atkins - Out of State Travel
 - Summary - repeals prohibition on state and local agency travel to "No Go States"
 - CCAE - Supports
 - Status - Pending (amended and re-referred to appropriations committee 7/11)
- AB 377 Muratsuchi - CTE Incentive Grant Program: Strong Workforce Program
 - Summary - Combines CTEIG & SWP under CTEIG
 - CCAE - Supports
 - CCAE - requested amendment to include adult schools in stakeholder workgroup
 - Status - Pending (re-referred to appropriations committee 7/12)
- AB 897 McCarty - Certificated School Employees: Probationary Status & Service Credit
 - Summary - Provides permanent status to AE teachers if works at least 75% of a 60% percent position after 2 year
 - CCAE - Supports
 - Status - Pending (in Committee: referred to appropriations suspense file 7/03)

4. Discussion Items

4.1 ESL Healthcare Pathway Grant: Mr. Mitch Rosin presented

- The CA Legislature approved \$130 million in one-time funding to establish ESL Healthcare Pathway Programs over three years. However, the distribution of funds has been delayed until recently when the Chancellor's office announced it would be a grant. This caused confusion in the field since none of us are approved to be grant administrators. The allocation of the \$130 million was intended to be apportionment, not a grant.
- The deadline to submit everything, including the Board of Ed, Board of Trustee votes, letters of intent from community employers, and an entire pathway to be written, is in five weeks. The pushback from the field has been significant.
- IAEC is approved for a little over \$500,000, which is insufficient to set up healthcare ESL pathways. However, it is important to not miss out on the funds either.
- The advice received was to submit the bare minimum to show our interest in participating and fill out the form in Nova. IAEC should do so in a way that suggests Member Districts are still waiting for local approvals and partnership meetings to finalize the actual plan.
- A meeting will take place on Monday at the Chancellor's office to discuss whether they will move forward with the grant. IAEC expects to hear more on Monday or Tuesday as the Chancellor's office works through this. There is a voting item on the agenda to approve Dr. Diaz to move forward with the application pending further guidance.

Dr. Emma Diaz presented

- IAEC contacted Neil Kelly, who advised us to submit what we have to show our intent to move forward. The goal is to give no reason for them to stop offering us funding. We know that we will need board approval from all of your boards to even approve an amendment for those funds.

Dr. Carol Tsushima has requested an overview of the intended purpose of the funds, as the term "English learner healthcare pathways" is quite generic.

Mr. Mitch Rosin listed several pathways that have been identified, including pharmacy, technician, EMT paramedic, medical coding and billing, and dental.

Mr. Mitch Rosin further discussed issues that have been identified with the ESL Healthcare Pathway Grant:

- To pass the licensure exams in their designated healthcare field, ESL students must have a reading level equivalent to twelfth grade or higher. However, many of our ESL students are currently below this level.
- The Chancellor's office has stated that the allocation for year 2 and year 3 is contingent on performance outcomes of year one. A question we post to the Chancellor is, if we choose to do a pathway that necessitates capital investment, like setting up a dental lab, what should we do with the lab if we are not assured of funding for years 2 and 3?

- The guidelines for spending the money and outcomes were unclear.
- Once we receive further guidance from the Chancellor's office next week, Dr. Emma Diaz will send an update to everyone.

5. Action Items

- 5.1 Accept the Amended IAEC 2023-2024 CFAD COLA Allocation of \$977,919 (including May Revise) and Park with Fiscal Agent for Future Discussion/Decision

Motion: To approve Parking \$977,919 COLA with SBCCD for Future Discussion/Decision			
Motion by: Mr. Mauricio Arellano			
Second by: Dr. Frank Miranda			
Discussion: None			
Member Name	AYE	NAY	Absent
Mr. Mauricio Arellano, Superintendent, Redlands Unified School District	x		
Dr. Cuauhtémoc Avila, Superintendent, Rialto Unified School District	x		
Ms. Cali Binks, Superintendent, Yucaipa-Calimesa Joint Unified School District	x		
Mr. Juan Cabral, Superintendent, Redlands Unified School District	x		
Dr. Kevin Horan, President, Crafton Hills College	x		
Dr. Frank Miranda, Superintendent, Colton Joint Unified School District	x		
Dr. Linda Fontanilla, Interim President, San Bernardino Valley College			x
Dr. Carol Tsushima, Administrator, Alliance for Education & SBCROP, SBCSS	x		
Motion carried unanimously by all present.			

- 5.2 Approve the 2023-2024 IAEC Annual Plan

Motion: To approve the 2023-2024 IAEC Annual Plan.			
Motion by: Ms. Cali Binks			
Second by: Dr. Carol Tsushima			
Discussion: None			
Member Name	AYE	NAY	Absent
Mr. Mauricio Arellano, Superintendent, Redlands Unified School District	x		
Dr. Cuauhtémoc Avila, Superintendent, Rialto Unified School District	x		
Ms. Cali Binks, Superintendent, Yucaipa-Calimesa Joint Unified School District	x		
Mr. Juan Cabral, Superintendent, Redlands Unified School District	x		
Dr. Kevin Horan, President, Crafton Hills College	x		
Dr. Frank Miranda, Superintendent, Colton Joint Unified School District	x		
Dr. Linda Fontanilla, Interim President, San Bernardino Valley College			x
Dr. Carol Tsushima, Administrator, Alliance for Education & SBCROP, SBCSS	x		

Motion carried unanimously by all present.

5.3 Approve the Consortium Director to Explore Applying for the ESL Healthcare Pathways funding.

Motion: To approve the Consortium Director to Explore Applying for the ESL Healthcare Pathways funding.

Motion by: Dr. Frank Miranda

Second by: Dr. Carol Tsushima

Discussion: None

Member Name	AYE	NAY	Absent
Mr. Mauricio Arellano, Superintendent, Redlands Unified School District	x		
Dr. Cuauhtémoc Avila, Superintendent, Rialto Unified School District	x		
Ms. Cali Binks, Superintendent, Yucaipa-Calimesa Joint Unified School District	x		
Mr. Juan Cabral, Superintendent, Redlands Unified School District	x		
Dr. Kevin Horan, President, Crafton Hills College	x		
Dr. Frank Miranda, Superintendent, Colton Joint Unified School District	x		
Dr. Linda Fontanilla, Interim President, San Bernardino Valley College			x
Dr. Carol Tsushima, Administrator, Alliance for Education & SBCROP, SBCSS	x		

Motion carried unanimously by all present.

At 8:29 a.m., the meeting lost quorum when Dr. Kevin Horan left the meeting.

6. Announcements

6.1 2023-24 Executive Committee Meeting Schedule

Dr. Emma Diaz shared the remaining EC meeting dates:

2023-2024 IAEC Executive Committee Meeting Dates	
Friday, August 4, 2023 – Virtual	Friday, February 23, 2024 – Virtual
Friday, September 29, 2023 – Virtual	Friday, March 15, 2024 - CFAD Discussion – Virtual
Friday, October 20, 2023 – Virtual	Friday, April 26, 2024 – CFAD Vote – Virtual
Friday, December 1, 2023 – Virtual	Friday, May 17, 2024 – Virtual
Friday, January 26, 2024 – Virtual	Wednesday, May 29, 2024 – Annual Plan Retreat - Location – In Person

6.2 Conferences Report Out

- May 31, 2023: Inland Adult Education Consortium Annual Plan Retreat
San Bernardino Valley College – In-Person, Room B100 from 10:00 am – 2:30 pm

- Dr. Emma Diaz shared: During the Annual Plan Retreat, we created the annual plan which incorporated elements from the 3 Year Plan that you had approved in the previous year. This ensured everything was aligned.
- June 13 – 15, 2023: CASAS Summer Institute – Anaheim, CA <https://www.casas.org/>
- July 18 – 20, 2023: GED Annual Conference – New York, NY www.ged.com/gedts23
 - Mr. Dana Carter shared GED topics presented at the conference:
 - Establishing Community Partnerships and Connecting to Local Resources
 - Interpreting GED Test Scores for Placement
 - GED Analytics
 - Fundamental knowledge of GED Testing Program
 - Subject Specific Essential Skills and Strategies
 - Committed to Diversity, Equity, Inclusion and Belonging
 - Solving the 3 out of 4 Dilema
 - All About Accommodations
 - How Aztec is Changing the Adult Education Space
 - GED Boot Camps
- Aug. 1, 2023: Inland PD Day
 - Dr. Emma Diaz shared: About 130 people show up from around the region, we had several breakout sessions. Maria Chavez who is a former ICEC graduate was our keynote speaker. She is now working with Dr. Emma Diaz and her team, supporting transition counselors. Attendees consisted of teachers, classified staff, administrators, program directors and counselors.

6.3 Upcoming Conferences and Professional Development Opportunities

Dr. Emma Diaz shared the upcoming conference dates:

- September 5 – 7, 2023: CWA – Monterey, CA
<https://web.cvent.com/event/5e0251c1-a26f-4a2f-91ee-1f24bbcd0a6d/summary>
- September 14 – 15, 2023: CAEP Director’s Event – Sacramento, CA
<https://register.caladulthood.org/Home/EventDetail/640>
- October 24 – 26, 2023: CAEP State Summit – Hilton, Universal, CA
<https://register.caladulthood.org/Home/EventDetail/635>
- November 17-18, 2023: CCAE Southern & South Coast Fall Conference – Palm Springs, CA
<https://www.ccaestate.org/southern.html>

7. Closed Session

7.1 None Requested

8. Adjournment

The meeting adjourned as a working group at 8:35 a.m.

The next meeting of the Inland Adult Education Consortium Executive Committee will be on Friday, September 29, 2023, at 8:00 a.m.



Goal: Colton Adult School seeks additional CAEP funding to improve school processes; to improve school safety and to close a funding gap that has persisted for many years. To operate with maximum efficiency, CAS will need to hire a CASAS testing proctor that will also handle data entry and reporting and perform general office duties. Currently, the principal's Administrative Assistant and the Career Guidance Technician share in performing student enrollment tasks. With a small school office team and with plans being implemented to increase student enrollment, it has become increasingly difficult for these two staff persons to manage assessment and registration tasks along with their regularly assigned duties. Colton Adult School is open from 8:00 AM to 8:30 PM, Monday through Thursday, and from 8:00 AM to 4:30 PM on Fridays. Currently, the School Office Administrative Assistant only works a 10-month calendar. Also, there is no security to oversee the campus. To provide the principal and school with year-round administrative support and to provide necessary safety for our students and staff, we are requesting CAEP funding to increase the School Office Administrative Assistant position to a 12-month position, and to also add a District Safety Office-Patrol to our staff. Until now, program enhancement and expansion have only been possible with rollover funds available in the budget since 2016. However, all rollover funds will be expended in the 2023-24 school year and ongoing funds will be needed to continue smooth school operations.

1. Proposal: Add School Office Assistant to staff for the 2023-24 academic year to handle enrollment, assessment, and registration processes. **\$70,265 (on-going funding).**

Purpose and Justification: Staff needed to improve student enrollment and registration processes; including CASAS test proctoring, generating reports, assisting with general office tasks, and handling other duties as assigned.

2. Proposal: Increase School Administrative Assistant position from a 10-month to 12-month position. **\$12,875 additional salary (ongoing funding).**

Purpose and Justification: The school principal needs administrative support on a 12-month calendar. This change will improve school processes.

3. Proposal: Add a District Safety Office-Patrol to our school staff. **\$87,176 (ongoing funding).**

Purpose and Justification: Currently, there is no security to oversee campus safety during day and evening business hours. Security is needed to provide a safe school environment.



18829 Orange Street • Bloomington, CA 92316 • (909) 580-5034 • www.cjUSD.net/adulted

4. Proposal: Close spending deficit gap. \$79,420 (ongoing funding)

Purpose: For several years, Colton Adult School has used rollover CAEP funds to cover deficits in spending. Because of the deficit spending, CJUSD has been unable to charge indirect fees to CAEP for services and support provided to adult education because CAS CAEP annual income has not covered annual expenses. CJUSD CAS CAEP rollover funding will be completely expended during the 2023-24 school year. We are requesting ongoing funding to close the yearly deficit spending gap, along with providing ongoing funding necessary for us to add two new positions and fund the Administrative Assistant year-round.

Justification: The annual expenses for ongoing school operations will be covered without relying on rollover funds to cover expenses.

CJUSD Colton Adult School is requesting:

- **Ongoing funding: \$249,736**
- **Total Additional Funding Requested: \$249,736**



1214 Indiana Court, Building B, P.O. Redlands, CA 92374 Mailing Address: Box 3008, Redlands, CA 92374

Goal: Redlands Adult School has been on an upward trend of enrollment and outcomes over the past 4 years. The budget for the 2023-2024 academic year was built on the use of \$150,000 of carry-over funding. As a result, Redlands Adult School has hired additional teachers and counselors to provide services to students. The additional funding will allow students to have more virtual and evening options to work toward earning their high school diploma or GED and increase transitional and academic counseling services to students. Redlands Adult School needs additional clerical support to manage the additional data entry and records keeping associated with increased enrollment. To continue providing these on-going services, and cover costs associated with salary schedule increases Redlands Adult School is asking for additional ongoing funding.

1. Proposal: Classified and Certificated COLA increases for the 2023-24 academic year: \$125,000(on-going funding)

Purpose: Redlands Unified School District and the Classified bargaining unit settle for 12.05% salary schedule increase and Certificated bargaining unit settled on a 11.3% increase for salary members and 16.47% increase for adult education salary schedule for the 2022-23 academic year which affected our current budget and requires additional funding in order to maintain expanded services to students.

Justification: To have adequate funding to meet salary obligations and provide services to students.

2. Proposal: On-going Software Learning Management Systems Software Costs: \$35,000 (on-going funding)

Purpose: As Redlands Adult School continues to grow, we have become creative in how we service students. One of those ways through synchronous virtual instruction in high school diploma. As we look to the future, we are working toward hybrid instruction in our other programs. In order to provide a flexible on demand curriculum to our students in our high school diploma and ESL programs and support our expansion, we need a funding increase to continue to use both Acellus and Burlington English support student learning. Burlington English also provides digital literacy to our ESL students which are virtual to the workforce.

Justification: Currently, 85% of Redlands Adult School's funding provides services to students in the form of course offerings or academic counseling services. Without this additional funding, Redlands Adult School would be forced to decrease the services it provides to students which would endanger both the school's growth and continued success.



1214 Indiana Court, Building B, P.O. Redlands, CA 92374 Mailing Address: Box 3008, Redlands, CA 92374

3. Proposal: Additional Clerical Support

Purpose: As Redlands Adult School continues to increase enrollment, there is a need for more clerical support to help with the enrollment process, data entry, and attendance accounting.

Justification: The additional clerical support would take away some data entry from the counseling department and allow counselors to focus more on supporting students.
\$80,000 (on-going funding)

Ongoing Funding: \$240,000

Total Additional Funding Requested: \$240,000

Date: September 29, 2023

To: Executive Committee, IAC
From: Yucaipa Adult School, YCJUSD

RE: College and Career Center Project Proposal – Phase II

Project Summary:

Our goal is to create a College and Career Center that will house our Crafton Hills College transition counselor, Workforce Development Board American Job Centers of California (AJCC) services and add additional classroom space that will allow YAS to expand services to the community. The goal is to complete the project in two phases.

History:

In February 2022, the IAEC granted YAS one time funds of \$20,000 to renovate a vacant classroom that was being used by YCJUSD for storage.

In May of 2023, YAS signed an MOU with WDD establishing a formal agreement to host an AJCC Connection Site through June of 2026.

One-time CAEP funds, YAS and YCJUSD funds were used to complete the renovations to room 56 which included:

- Repair and refresh the HVAC system
- Repair and install electrical outlets
- Replace all light fixtures
- Remove and replace all windows
- Provide Wi-Fi to the classroom
- Paint ceiling and walls
- Cover labor costs for Phase I
- Deep clean classroom

August 2023, Phase I was completed and the classroom space was ready for YAS use.

Request:

YAS is requesting \$275,000 of one-time additional funds from the IAEC to allow completion of the Phase II, adding a portable classroom to our campus. Adding the portable will allow YAS to complete the following goals.

- Adding a portable will provide extra classroom space allowing YAS to expand ESL offerings. Presently every classroom is shared by 3-4 teachers and there are no open rooms to address the 22 students on our beginning ESL waitlist.
- Relocate the school office from the back of our campus to the front of our campus, increasing access for students
- Relocate our College and Career center from RM 56 to the current office space. This will centralize our counseling, college and career services.

Funding Requested:

- \$275,000 – One time

The original estimated project cost for Phase II provided in the fall of 2021 was \$250,000. It was our intent to complete Phase II using existing district and site funds. Since initiating this process in February 2022, YAS worked through several issues with the Division of the State Architect (DSA) and has gained approval to move forward. The job was sent out to bid, and the bid costs came in much higher than anticipated. The higher projected install cost included required ADA improvements for path of travel to and from the proposed building.

- Architect Fee: \$ 50,000
- DSA Inspector Fee: \$ 63,000
- Portable Building: \$156,468
- Installation Cost: \$450,000 (estimated)
 - Varies greatly – the three bids we received were for: \$350,000, \$509,000, and \$790,000. Our district purchasing agent recommended planning on the final cost being in the middle range for the install.

YAS with the support of YCJUSD has set aside \$400,000 for this project and went out to bid. Upon receiving actual estimates YAS was able to identify the following required costs: Based on this information the cost to purchase and install a new portable on our campus using the low bid is estimated at \$619,468. Upon learning this, YAS and YCJUSD reviewed our fiscal standing to and are able to reallocate funds so that we can put \$400,000 toward this project. The request to the IAEC is for provide one-time funding in the amount of \$275,000 to assist YAS and YCJUSD with the completion of the purchase and installation of the portable classroom on the YAS site.

Project alignment with CAEP State priorities:

Project addresses the CAEP State Priorities of Equity, Learner Transition and Marketing

Type of Request:

One Time: \$275,000 for the purpose of obtaining and installing a portable classroom.

LMI Data to support proposal:

This Career Center would work in conjunction with the existing San Bernardino AJCC providing employment services and opportunities for the citizens of Yucaipa, and would also be open to the public to serve other residents within the county as well. Yucaipa Adult school presently targets some of the mountain communities to provide academic services. This would expand those opportunities to include college and career services.

The California Employment Development Department (EDD) data identifies our Riverside-San Bernardino-Ontario Metropolitan Statistical Area (MSA) unemployment rate in August of 2023 as 5.3% which is slightly higher than the previous month where it was 4.9%. The EDD 2022 annual unemployment rate for the city of Yucaipa is 3.4%.

Hosting an AJCC Connection site on the YAS campus will provide our students and our community with access to current data identifying what jobs are available as they seek to obtain new or better employment opportunities. Additionally, combining this service with our college transition counselor will allow clients who need additional education access to all that YAS, CHC and SBVC can offer.

[EDD MSA DATA for Riverside-San Bernardino-Ontario.pdf](#)

Budget Code	Detail/Narrative	Estimated Amount
1000		
2000		
3000		
4000		
5000		
6000	Purchase of new portable building \$156,468 DSA Inspector \$ 63,000 Architect Fee (paid \$50,000 in fiscal year 2022-2023) \$ 0 Installation \$450,000 (estimate based on bids and feedback from District Purchasing office)	\$669,468 (\$275,000 requested) (\$394,468) from YAS/YCJUSD
7000		

Attachments: AJCC Connection Site MOU, Signed May 18, 2023



Contract Number

SAP Number

Workforce Development Department

Department Contract Representative	<u>Bradley Gates</u>
Telephone Number	<u>(909) 387-9856</u>
Contractor	<u>Yucaipa Adult School (YCJUSD)</u>
Contractor Representative	<u>Dana Carter</u>
Telephone Number	<u>909-790-6192</u>
Contract Term	<u>December 1, 2021 – June 30, 2026</u>
Original Contract Amount	<u>N/A</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>N/A</u>
Cost Center	<u>N/A</u>

Briefly describe the general nature of the contract: *Memorandum of Understanding with _____ for the provision of Connection Site Services.*

Memorandum of Understanding
Between
San Bernardino County
And Yucaipa Adult School –YCJUSD

For
San Bernardino County Workforce Development
Department Connection Site

December 1, 2021 –June 30, 2026

This Memorandum of Understanding (MOU) is entered into on December 1, 2021 by and between Yucaipa Adult School –YCJUSD (Contractor), and San Bernardino County (County), through its Workforce Development Department (WDD), with its principal place of business at 290 North D Street, Suite 600, San Bernardino, CA 92415.

RECITALS

WHEREAS, WDD administers employment and training programs in San Bernardino County in accordance with Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (WIOA); and

WHEREAS, the County desires to provide access to WIOA services and training (Services) to customers at locations throughout the County at various sites in the community; and

WHEREAS, the Contractor has a physical site which it leases or owns at which it seeks to make a portion available to the County for the provision of Services to customers; and

WHEREAS, the County, desires that the use of Contractor's site for the provision of Services and Contractor agrees to assist in the performance of such Services as set forth herein;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

I. PURPOSE OF MOU

A. Preamble/Overall Purpose

Signed into law in 2014, WIOA is designed to strengthen and improve our nation's public workforce system. The law focuses on helping Americans, including youth and those with significant barriers to employment, gain access to high-quality jobs and careers. WDD, with the guidance of the San Bernardino County Workforce Development Board, operates WIOA programs in the County.

WDD is partnering with local community organizations to join the San Bernardino County America's Job Center of California (AJCC) workforce system as "Connection Sites," as defined herein. Connection Sites are places in the community where customers can access some of the WIOA resources and services available through WDD. Connection Sites will allow for streamline referrals, increasing access to services

and increase communication between different partner agencies. Community organizations will be able to connect their customers to additional resources through a larger system.

The purpose of this MOU is to build a system with various levels of involvement from community partners and agencies. This system will allow for streamlining in referrals, increasing access to services and increasing communication between different partner agencies, meeting people where they are, bringing services and/or connection to more intensive services.

II. DEFINITIONS

- A. Access – The term “access” refers to providing direct access through real-time technology – Access through two-way communication and interaction between customers and AJCC partners that result in services being provided. Examples may include the following:
- Email or instant messaging.
 - Live chat via Skype, Facetime or any other virtual platform.
 - Identification of a single point of contact for service delivery at each partner program.
 - Establishment of an Internet portal linking all of the partners.
- B. Connection Site – A Connection Site serves as an access point into the local AJCC system. Connection Sites are physical locations conveniently located in the community where customers and employers can access the programs, services, and activities of AJCC partners, as well as resources and services available through WDD. Connection Sites are designed to provide access by use of technological devices with direct links to WDD and the CalJOBS websites.
- C. America’s Job Center of California (AJCC)–One-Stop Centers in the San Bernardino County Local Workforce Development Area (LWDA). AJCC’s offer comprehensive strategies to meet the needs of local businesses for skilled workforce and provide employment and training related services to help customers, sometimes referred to as customers, achieve their career goals.
- D. America’s Job Center of California (AJCC) System – The AJCC System is an integrated system of service providers aligned with the common passion of bringing their collective client base the means to improve their health and financial well-being through employment.
- E. Customer – Any person seeking assistance to find employment or training, whether employed, unemployed, and employers who need qualified workers for their company or training for the workers who are already employed with them. “Customer” is also referred to as “job seeker” in WIOA.
- F. Professional Development – Training, webinars, meetings and other activities available through the WDD for Contractor staff to develop and increase their awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.
- G. San Bernardino County Workforce Development Board (SBCWDB) – The San Bernardino County Workforce Development Board is a policy-making entity empowered by the

Workforce Innovation and Opportunity Act (WIOA) to educate and train local workers to support businesses in San Bernardino County. The SBCWDB is charged with addressing major workforce issues in San Bernardino County. The SBCWDB's role is to convene parties around these issues, create dialogue among relevant groups, and develop solutions.

- H. Technical Assistance – Non-financial assistance provided by designated WDD staff. Technical Assistance is available to Contractor, which can take the form of sharing information and expertise, instruction, skills training, transmission of working knowledge, and consulting services and may also involve the transfer of technical data. An on-site or virtual Technical Assistance visit may be scheduled with appropriate WDD and Contractor staff when needs or concerns are identified by WDD and/or Contractor.
- I. Workforce Development Department (WDD) – The San Bernardino County Workforce Development Department administers and operates programs under the Department of Labor's Workforce Innovation and Opportunity Act (WIOA). The County's Workforce Development Board oversees the programs offered through WDD.
- J. Workforce Development Specialist (WDS) – Workforce Development Specialist provides services such as interviewing, screening, counseling regarding employment barriers, conducting job readiness, and motivational workshops to County residents.
- K. Workforce Innovation and Opportunity Act (WIOA) – The Workforce Innovation and Opportunity Act is a federal law designed to strengthen and improve our nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers and helps employers obtain skilled workers. WIOA supports initiative strategies to keep pace with changing economic conditions and seeks to improve coordination between the core WIOA and other programs that support employment services, job training, adult education and literacy, and vocational rehabilitation activities.

III. WDD RESPONSIBILITIES

- A. WDD shall:
 - a. Provide all authorized WDD signage.
 - b. Provide Technical Assistance.
 - c. Provide Staff training and ongoing Professional Development.
 - d. Provide access to job postings.
 - e. Provide method of referring customers to AJCC System, including AJCC Partner agencies.
 - f. Provide primary point of contact to facilitate communication with Contractor management staff.

- g. Participate in Contractor resource fairs and employer orientations or workshops as needed.

IV. CONTRACTOR RESPONSIBILITIES

A. Contractor shall:

- a. Provide adequate office space and internet connectivity for Customer access to services.
- b. Provide Customer access to computer or other technological device with direct access to WDD and CalJOBS websites; provide access to WDD Orientation video (online).
- c. Maintain sole authority and responsibility for technological devices onsite.
- d. Utilize only WDD-approved signage and materials.
- e. Provide hardware and software to print materials, stream training videos, etc.
- f. Make available phone and/or internet access for customers to contact WDD staff to assist with determining eligibility to WIOA program services and referral to AJCC Partner programs.
- g. Include WDD information on Contractor's website, social media, brochures and presentations.
- h. Be physically and programmatically accessible to individuals with disabilities, as described in 29 CFR Part 38.
- i. Ensure policies, procedures, programs and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities.
- j. Meet equal opportunity compliance for individuals with disabilities in accordance with the ADA, WIOA Section 188, Title 29 CFR Part 38, and all other applicable federal and state guidelines.
- k. Be able to provide services under this MOU during the current operating hours of each Contractor location.
- l. Attend quarterly AJCC System MOU Partner meetings.
- m. Ensure all Customers' records related to services provided under this MOU shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. Contractor shall not use or disclose

any identifying information for any other purpose other than carrying out the Contractor's obligations under this MOU, except as may be otherwise required by law.

- n. Comply with all applicable Federal, State and local laws and regulations, including but not limited to, those regarding employment, discrimination, safety, and health, providing a drug-free workplace pursuant to the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et. seq.), and all applicable County and WDD policies and procedures.
- o. Notify the WDD Director or designee, in writing thirty (30) days prior to any relocation of the physical Connection Site.

V. MUTUAL RESPONSIBILITIES

WDD and Contractor shall in good faith:

- A. Establish a satisfactory method for the exchange of information, as it may be necessary for each Party to perform its duties and functions under this MOU and ensure all data & information is protected from improper disclosure in accordance with applicable laws.
- B. Establish a mutually satisfactory method for problem resolution at the lowest level possible, with a procedure to mobilize problem resolution up through WDD and Contractor's mutual chain of command, as deemed necessary.

VI. FISCAL PROVISIONS

This is a non-financial MOU.

VII. TERM

The Term of this MOU shall be from December 1, 2021 and shall expire June 30, 2026, unless early terminated as set forth in Section VIII below or extended in a writing signed by both Parties.

VIII. EARLY TERMINATION

This MOU may be terminated without cause upon thirty (30) days written notice by either Party. The Contractor's Signatory, or his/her designee, is authorized to exercise Contractor's rights with respect to any termination of the MOU. The WDD Director, or his/her designee, has authority to terminate this MOU on behalf of WDD.

IX. INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of

indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but, does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

X. INSURANCE

- A. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with the limits shown.
- B. All policies, except for Worker's Compensation and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.1185.
- C. Waiver of Subrogation Rights. The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
- D. Policies Primary and Non-Contributory. All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- E. Severability of Interests. The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
- F. Proof of Coverage. The Contractor shall furnish Certificates of Insurance to WDD evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to WDD, and the Contractor shall maintain such insurance from the time the Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of policies and endorsements immediately upon request.
- G. Acceptability of Insurance Carrier. Unless otherwise approved by Risk Management,

Insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

- H. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- I. Insurance Review. Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any Insurance requirements whenever Risk Management determines that any of the required Insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of Insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of Insurance coverage or higher coverage limits must be made by amendment to this contract. The Contractor agrees to execute any such amendment within thirty (30) days or receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.
- J. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.
- K. Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with the limits shown as:
 - 1. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Worksite and all risks to such persons under this contract. If Worksite has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. With respect to Worksites that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
 - 2. Commercial/General Liability Insurance – The Worksite shall carry General Liability Insurance covering all operations performed by or on behalf of the Worksite providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.
3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If the Worksite is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence. If the Worksite owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
 4. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

XI. GENERAL PROVISIONS

- A. Both Parties will have access only to the information that is related to the Customers’ being served through this MOU. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the written consent of the Party or as required by law, as well as not misuse any information. This provision shall survive the termination or expiration of the MOU.
- B. This MOU constitutes the entire understanding of the Parties hereto. The Contractor shall be entitled to no other benefits other than those specified herein. The Parties specifically acknowledge that entering into this MOU, they rely solely upon the provisions contained in this MOU and no others.
- C. In the event of litigation arising from this MOU, each Party shall bear its own costs, including attorney(s) fees. This Section shall not apply to the costs or attorney(s) fees relative to the indemnification obligations set forth in Section IX.
- D. This MOU shall be deemed executed and delivered within the State of California. The rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this MOU, its performance, and its interpretation shall be the Superior Court of California, County of San Bernardino.
- E. If any provision of this MOU is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire MOU will be severable and remain in

effect, unless imposing the any remaining terms of the MOU would deprive a Party of a material benefit or consideration under this MOU.

- F. This MOU shall be construed as a whole according to its fair meaning, and not strictly for or against any Party. The Parties acknowledge that this MOU documents a negotiated agreement and it shall not be construed or interpreted in favor of any Party due to the fact that one of the Party's attorneys drafted this MOU.
- G. The Parties agree that this MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this MOU is executed in counterparts, no signatory hereto shall be bound until both the Parties have fully executed a counterpart of this MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed MOU upon request.
- H. In the event that a dispute arises between the Parties, the Parties shall first attempt to resolve the dispute through meetings with appropriate staff members.
- I. Contractor shall obtain the County's written consent to the proposed assignment of this MOU, which the County may withhold in its sole discretion. Any proposed assignment of this MOU shall ensure that the assignee is bound to the same terms and conditions as Contractor.
- J. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the authorized representatives of both Parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- K. Any notice required to be given pursuant to the terms and provisions of this MOU shall be in writing and shall be sent via mail to the following addresses:

Contractor	Workforce Development Department
Attn:	Bradley Gates, Interim Director
Mailing Address	290 N. D Street, Suite 600 San Bernardino, CA 92415

XII. CONCLUSION

- A. This MOU consisting of ten (10) pages, is the full and complete document describing services to be rendered by WDD and the Contractor including all covenants, conditions and benefits.

The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective organizations to the terms and conditions set forth in this document.

SAN BERNARDINO COUNTY



Name: Bruce Cole
Title: Supervising Buyer
Address: 777 East Rialto Ave
San Bernardino, CA 92415

Date: 3/28/23

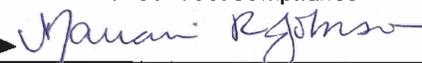
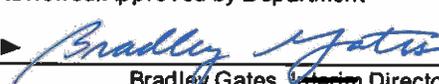
CONTRACTOR



Name: Eric Vreeman
Title: Asst Superintendent, Business Services
Address: 12797 3rd St.
Yucaipa, CA 92399

Date: 11/17/22

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p></p> <p>Sophie A. Akins, Deputy County Counsel <small>Curtis</small></p> <p>Date <u>May 15, 2023</u></p>	<p>Reviewed for Contract Compliance</p> <p></p> <p>Mariann Johnson, Deputy Director</p> <p>Date <u>5/18/23</u></p>	<p>Reviewed/Approved by Department</p> <p></p> <p>Bradley Gates, Interim Director</p> <p>Date <u>5/18/23</u></p>
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ATTACHMENT A

Individuals who present at the Connection Site will have the ability to Self-register and the following activity codes will be available:

Activity Code	Activity Code Name and Definition
002	Self-Service AJCC Employment and Workforce Information Services <i>Individual accesses self-service activities or workforce information available in CalJOBS. Workforce Information includes topics, such as: local performance, availability of supportive services, filing claims for unemployment compensation, and performance and program cost information of training providers.</i>
004	Self-Service Information on Training Providers/Performance Outcomes <i>Individual accesses information regarding training providers and/or how the local area is performing on local performance measures in CalJOBS.</i>
005	Self-Service Labor Market Research <i>Individual accesses labor market information in CalJOBS. Labor market information includes; information on state and local labor market conditions; industries, occupations, and characteristics of the workforce; employer wage and benefit trends; short and long-term industry and occupational projections; worker supply and demand; area businesses' identified skill needs; job vacancies' survey results; workforce availability; business turnover rates; job creation; and job identification of high-growth and high-demand industries.</i>
006	Self-Service Job Search through CalJOBS <i>Individual conducts and online job search using CalJOBS at an America's Job Center of California (AJCC) resource room, partnering agency, home, library, or other physical location.</i>
007	Self-Service Initial Résumé <i>Individual prepares his/her CalJOBS résumé at an AJCC resource room, partnering agency, home, library, or other physical location.</i>
008	Self-Service Résumé: Update and Additions <i>Individual revises his/her résumé on CalJOBS using an AJCC resources room, partnering agency, home, library, or other physical location.</i>
089	Self-Service Informed of Veteran Priority of Service <i>Veteran self-identifies at the time of registration in CalJOBS. A pop-up window informs the Veteran of the Priority of Service policy.</i>
090	Self-Service Skills Self-Assessment <i>Individual completes a CalJOBS self-assessment tool designed to inform and educate him/her about his/her employment strengths and weaknesses.</i>

Date: September 29, 2023

To: Executive Committee, IAC
From: Yucaipa Adult School, YCJUSD

RE: CAEP On-Going Funding Request – Support Staff

Project Summary:

YAS has identified that having our counselor administer most of the site CASAS testing consumes a large portion of their scheduled work time and limits their ability to provide students with other counseling services. YAS is requesting on-going funding that will allow our school to create and hire a testing proctor position that will be able to facilitate both CASAS and GED testing on our site.

History:

1. YAS Counselors have historically completed all CASAS student intake testing. While this historical process allows our counselors to interact with every student who enrolls, it also hinders the time counselors have to develop individual student learning plans. The plans are crucial in helping students understand their options and best path to achieving their educational goals at YAS.
2. Annually it has been a challenge to staff our GED testing center. Historically the center has been run by staff working extra duty hours, classified staff from other sites, our counselors and administration. Many of our YAS staff hold full time positions in addition to their YAS teaching role and find that adding GED test proctor to their responsibilities is too much and there is a greater need to identify alternate options that allow greater testing opportunities for our students and our community.

Request:

YAS is requesting additional \$60,000 in on-ongoing funds from the IAEC to hire CASAS/GED testing proctors.

Project alignment with CAEP State priorities: Project addresses the following CAEP priorities:

- Equity: will help to ensure that every student's testing environment is consistent with CAEP, GED and CASAS guidelines.
- Program Development: will relieve counselors from testing so they can provide in-class support lessons and meet with students individually to create their individual learning plans.
- Program Evaluation: Support student learning by increasing the availability of progress monitor and post testing options for teachers and students.

Type of Request:

Ongoing

Data to support proposal:

Number of CASAS tests administered by YAS counselors source: TopsPro Enterprise
August 7, 2023 – September 21, 2023 376 (avg. 11 test per day)
July 1, 2022 – June 30, 2023 792
July 1, 2021 – June 30, 2022 678
July 1, 2021 – June 30, 2021 484

Funding Requested:

\$60,000 on-going

Budget Code	Detail/Narrative	Estimated Amount
1000		
2000	Testing Proctor Salary – two 3.75 hour positions	\$44,000
3000	Mandated benefit cost	\$16,000
4000		
5000		
6000		
7000		